

**AGREEMENT FOR YOUTH SPORTS ASSOCIATION AFFILIATION
WITH THE CITY OF COON RAPIDS**

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the CITY OF COON RAPIDS, a municipal corporation and political subdivision of the State of Minnesota, hereinafter referred to as "City", and _____, hereinafter referred to as "Association"; and

WITNESSETH:

WHEREAS, the City has constructed, operates and maintains facilities within its Parks and Recreation System which are available for a multitude of active and passive recreation and education activities; and

WHEREAS, the City expends significant public funds on its Parks and Recreation System to benefit the Citizens of the City of Coon Rapids; and

WHEREAS, the Association is a Minnesota non-profit corporation that provides sports-related activities to Coon Rapids citizens and non-city participants utilizing the services of numerous volunteers; and

WHEREAS, the Association is a significant user of city-owned and maintained recreational facilities; and

WHEREAS, it is determined to be in the best interests of the City to work cooperatively with the Association to provide sports-related activities in an efficient and effective manner to benefit the citizens of the City.

NOW, THEREFORE, it is hereby agreed by and between the City and the Association as follows:

1. The City will recognize the Association as a designated City-affiliated sports association upon the following conditions:

- a. The Association must be a legally recognized non-profit corporation in Minnesota.
- b. The Association must have participation guidelines and enforce rules of conduct for fair play.
- c. The Association must serve the interests of the citizens of the City to the best of their ability.

2. The Association will fulfill the following requirements in conducting their day-to-day business:

- a. Develop and make available selection procedures and participation guidelines for

competitive programs.

- b. Conduct background checks on all coaches and assistant coaches and provide the City with verification that such checks have been completed.
 - c. Provide a copy of the Association's articles of incorporation, submit ST-3 form, or other proof of non-profit status and a copy of the Association bylaws to the City.
 - d. Hold an annual meeting to inform participants of the activities of the Association over the past year and plans of the Association over the upcoming year, notifying all participants of date, time and location of meeting. The City shall be notified of meeting location, time, and date.
 - e. Institute and enforce a parent, coach, and participant code of conduct program.
 - f. Conduct program evaluations and submit a season-end evaluation to the City. The evaluation must include a breakdown of the number of participants who are residents of the City of Coon Rapids versus the number of participants who are non-residents.
 - g. Submit written requests for major facility improvements or additions by May 1 of each calendar year for the succeeding year's budget. This information will be considered through the normal City budget process. If the Association wishes to conduct its own facility improvements, it must obtain written permission from the City outlining the terms and conditions of the project. All facility improvements once meeting final inspection of the City become the property of the City, unless stated in a supplemental agreement.
 - i. Attend an annual meeting conducted by the City to discuss association activity and facility use. (Additional meetings may be called as needed.)
 - j. Will appoint one member of the association to the Coon Rapids Athletic Council and have an appointed member at each athletic council meeting.
 - k. Provide supervision of participants before, during and after activities and take reasonable steps to protect the City facilities from damage and/or vandalism.
 - l. The Association will apply for use of the City's facilities and pay fees as approved by the City Council. The City reserves the right to change fees as needed.
3. The City will provide certain services to the Association as follows:
- a. The City will promote the Association in the City newsletter, website, cable TV, and parks & recreation brochure.
 - b. The City will schedule facility use for associations based on the following priority classifications:
 - i. City sponsored recreation programs

- ii. Organized Coon Rapids athletic associations, teams or clubs that meet the above guidelines and where 75% of participants live in or attend school in Coon Rapids.
 - iii. Coon Rapids School District programs.
 - iv. Other Coon Rapids resident teams, individuals or neighborhood organizations.
 - v. Non-resident teams or other.
 - c. The City will provide meeting space for the Association annual meeting.
 - d. The City will prepare billing for City services.
 - e. The City will coordinate an annual meeting for all sports association officers.
 - f. The City will coordinate all meetings of the Coon Rapids Athletic Council.
4. The Association will execute facility use agreements which outline the terms and conditions for use of City-owned facilities and fields.
5. The Association will provide tournament dates by February 1st of each year to be included in the priority scheduling. All other tournaments need 30 days notice to the City.
6. The Association will provide two weeks notice of league game schedules and field change requests.
7. The City will provide insurance on its facilities pursuant to the terms of this Agreement for fire, windstorm and extended coverage and maintain a policy of general liability insurance coverage for said facilities in accordance with the City's policy for maintaining such insurance on other facilities owned by the City.
8. The Association shall conduct their activities so as not to endanger any person lawfully thereon; and shall indemnify, save and hold harmless the City and all of its officers, agents, employees, and volunteers from any and all claims, losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of the Association, its agents, officers, employees, volunteers, patrons, or any persons associated with or served by the Association.
9. The Association agrees to protect, indemnify and defend the City from any and all claims for injuries, claims or damages occurred or incurred by virtue of the Association activities or by the Associations use of City facilities under this agreement. The Association agrees that it will procure, or each of its individual teams will procure, general liability insurance in the minimum amount of \$1,000,000 per occurrence. The certificate of insurance must be provided to the City prior to the Association's use of City facilities, and must name the City of Coon Rapids, its officials, agents, employees, and volunteers as additional insureds. If the Association's teams each procure insurance under this clause the insurance certificate must cover all Association Officers, employees, volunteers and players and must include the Association as an additional insured in addition to the City. The certificate of insurance must also contain a clause that it can not be canceled without first providing 30 day notice to the City.

10. If Association hires employees as part of doing business, the Association shall determine the need for workers' compensation coverage and comply with State and/or Federal Law. Nothing in this agreement is intended to create an employer/employee relationship between the City and the Association, nor any member, employee or volunteer of said Association.

11. That while Association is using a City facility pursuant to the terms of this Agreement, the Association agrees to comply with the policies for use, operation and supervision of the facility as established by the City. Furthermore, that while the Association is using any of the City facilities pursuant to the terms of this Agreement, the Association shall be responsible for control of participants and spectators who attend such scheduled events.

12. This Agreement shall be valid through December 31, 2016. This agreement, including any modifications required by the City, shall automatically renew on an annual basis upon expiration of the initial term of the agreement, unless dissolved by written 90-day notice by either party.

13. This Agreement shall be interpreted under the laws of the State of Minnesota and the covenants, stipulations and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and may be amended if necessary to comply with statutory or regulatory requirements that may be required of the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presences to be executed the day and year first above written.

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matthew Stemwedel, City Manager

ASSOCIATION:

Its: _____